

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

1. **Meghan Jones** (hereinafter referred to as "Releasor"), as owner of a certain 2015 Hyundai Sonata (hereinafter referred to as "subject vehicle"), bearing VIN 5NPE24AF4FH110202., and in consideration of payment by Hyundai Motor America, does for herself and each and all of her representatives, employees, successors and assigns, hereby release and discharge Hyundai Motor America, its subsidiaries, divisions, officers, representatives, employees, stockholders, dealers, successors and assigns, and all other persons, firms or corporations, who are or might be claimed to be liable, of and from any claim, demand, right or cause of action for the recovery of damages for personal injury, pain and suffering, emotional distress, diminution of value, repair costs or any other economic or non-economic losses, including, but not limited to, any claims for consequential or incidental damages, costs of suit and attorneys' fees, resulting or alleged to have resulted from the promotion or sale of or any nonconformity and/or defect in design, manufacture or assembly of the aforesaid subject vehicle.
2. In consideration for this release, Hyundai Motor America agrees to the following conditions:
 - (a) Hyundai Motor America agrees to pay to Releasor \$2,522.97 (Two Thousand Five Hundred Twenty-Two Dollars and Ninety-Seven Cents) in full satisfaction of all claims upon securing the required court approval under Federal Rule of Civil Procedure 23 (e)(5)(B)(i) ; and
 - (b) Hyundai Motor America will submit a motion, brief and declaration in support of the required court approval within 14 days of the withdrawal of Releasor's objection as described in 3(a).
3. As consideration for the relief described in paragraph (2) above, it is also expressly agreed:

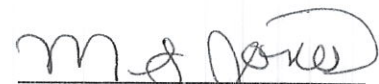
- (a) That Releasor will withdraw her objection within two business days of the execution of this Settlement Agreement;
- (b) That Releasor fully understands that this is a final settlement and disposition of

all disputes as to the legal liability against Hyundai Motor America for and as to the released matters;
- (c) That neither Hyundai Motor America's payment of the consideration recited in

paragraph (2), nor the negotiations preliminary to the execution of this Release, shall be considered an admission of liability or wrongdoing by Hyundai Motor America to any of the claims or causes of actions alleged in or to be inferred from allegations set forth in the matter indicated in paragraph (1) above;
- (c) That Releasor and the attorney of her choice have reviewed the provisions and the contents of the Release and the contents of this Release have been explained to Releasor by counsel prior to its execution;
- (d) That Releasor represents and warrants that she is entitled to give a full and complete release of the claims that are the subject hereof;
- (e) That Releasor has not assigned or otherwise transferred any interest in any claims that are the subject hereof;
- (f) That Releasor shall not at any time hereafter commence, maintain or prosecute, or cause, encourage or advise to be commenced, maintained or prosecuted any action, suit, proceeding or claim based in whole or in part upon or arising out of or in any way connected with any of the matters released herein;

- (g) If any action or proceeding is brought by any third-party based in whole or in part upon or arising out of or in any way connected with any other matters released herein, specifically those involving any and all claims or causes of action alleged in or to be inferred from Releasor's claim against Hyundai Motor America, Releasor shall indemnify and hold Hyundai Motor America harmless from any and all such claims, demands, causes of action, damages and liabilities.
- (h) Releasor and Releasor's attorneys agree to keep strictly confidential and not to disclose in any manner to any person or entity: financial terms of this settlement and any discussions and negotiations pertaining to the subject matter of this Agreement or that led to its execution to anyone other than, should the need arise, a Court of Law. Releasor and her attorneys further agree not to distribute or show this Agreement to any person or entity. Releasor and Releasor's attorneys may show this Agreement and any document protected by this provision to the Court to prosecute or defend any action to enforce the Agreement.
- (i) That no promise, agreement, statement or representation except as expressed in this Release has been made to or been relied upon by Releasor and that this document contains the entire agreement between Releasor and Hyundai Motor America.

Intending to be legally bound by the terms of this Release, the undersigned has affixed her signature this 12th day of November, 2020.


Meghan Jones